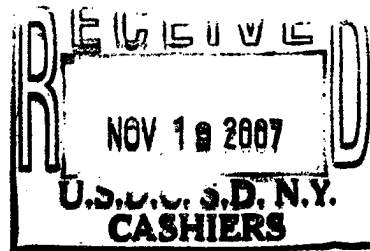


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Attorneys for Plaintiffs



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

07 CV 10457

----- X
BAX GLOBAL, INC. and BAX GLOBAL, S.A.,

Plaintiffs,

COMPLAINT

-against-

OCEAN WORLD LINES, INC.,

Defendant.
----- X

Plaintiffs BAX Global, Inc. and BAX Global, S.A., by their attorneys, Katten Muchin Rosenman LLP, as and for their Complaint against defendant, Ocean World Lines, Inc. ("OWL"), allege upon information and belief as follows:

JURISDICTION AND VENUE

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and this Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1333.

2. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), insofar as a substantial part of the claims or omissions giving rise to the claim occurred herein.

PARTIES

3. At all times hereinafter mentioned, plaintiff BAX Global, Inc. was and is a corporation duly organized and existing under the laws of the State of Delaware, with an office and place of business located at 896 Frelinghuysen Avenue, Newark, New Jersey 07114.

4. At all times hereinafter mentioned, plaintiff BAX Global, S.A. was and is a corporation duly organized and existing under the laws of a foreign country, with an office and place of business located at C/ Atlantic, 132-134 Z.A.L, Barcelona, Spain 08040.

5. At all times hereinafter mentioned, defendant OWL was and is a corporation duly organized and existing under the laws of the State of Delaware, with an office and place of business located at 1981 Marcus Avenue, Lake Success, New York 11042.

FACTUAL ALLEGATIONS

6. BAX Global, Inc. was the consignee of a shipment of sanitary equipment shipped in cartons stuffed in a container laden in good order and condition on board the M/V NORDSEAS (the "Vessel") on or about March 2, 2005, at Barcelona, Spain, for transport to New York, New York (the "Shipment").

7. Pursuant to OWL's bill of lading no. BC5S030040NY, BAX Global, S.A. was the shipper of the Shipment.

8. Upon information and belief, at all times hereinafter mentioned, OWL was the owner, charterer, manager, and/or operator of the Vessel.

9. At all times hereinafter mentioned, the Vessel was a cargo ship engaged in the carriage of goods by water for hire between, among other places, the ports of Barcelona, Spain, and New York, New York.

AS AND FOR A FIRST CAUSE OF ACTION

10. During the month of March 2005 there was delivered to the Vessel and OWL at Barcelona, Spain, the Shipment, in good order and condition, for transportation on the Vessel to the port of New York, New York, and OWL accepted the Shipment so delivered, and in consideration of payment of certain freight, OWL agreed to transport and carry the Shipment to

the discharge port of New York, New York, and there deliver the same in like good order and condition as when shipped, delivered to, and received by them, in accordance with the terms and conditions of OWL's bill of lading no. BC5S030040NY.

11. Thereafter, the Shipment, still in good order and condition, was placed on board the Vessel, and the Vessel having the Shipment on board, sailed from the port of Barcelona, Spain, and arrived at the port of discharge on March 18, 2005 where OWL failed to deliver the Shipment in the same good order and condition as when delivered to OWL at the port of shipment, but on the contrary, the Shipment was not delivered due to the negligence, breach of duty and/or deviation of OWL and/or its agents, servants, employees, or representatives, resulting in the loss claimed herein.

12. OWL failed to make delivery of the Shipment in good order and condition in accordance with the terms and conditions of the aforementioned bill of lading and the U.S. Carriage of Goods by Sea Act, 46 U.S.C. §§ 1300 *et seq.*

13. All conditions precedent required of the plaintiffs and of all others interested in the Shipment have been performed.

14. By virtue of a Judgment issued on March 28, 2007 by a Commercial Court of Barcelona, Spain (the "March 28, 2007 Judgment"), BAX Global, S.A. was ordered to pay to representatives of the ultimate shipper of the Shipment the sum of 32,272.72 euros, plus interest and the costs of those proceedings, as a result of damage to the Shipment.

15. By reason of OWL's failure to make delivery of the Shipment in good order and condition in accordance with the terms and conditions of the aforementioned bill of lading and the U.S. Carriage of Goods by Sea Act, plaintiffs have sustained damages in the approximate sum of \$100,000, as nearly as the same can now be estimated (inclusive of amounts paid in

satisfaction of the March 28, 2007 Judgment), no part of which has been paid, although duly demanded. Plaintiffs reserve their right to amend this amount should their losses and damages ultimately be in excess thereof.

16. Plaintiffs should be awarded full indemnity from OWL pursuant to the terms and conditions of the subject contract of carriage, and/or pursuant to law, and/or contribution from OWL, together with the costs and disbursements of this action including without limitation attorneys' fees.

WHEREFORE, plaintiffs BAX Global, Inc. and BAX Global, S.A. demand:

(1) that judgment in the sum of \$100,000 be entered in favor of BAX Global, Inc. and BAX Global, S.A. against defendant, Ocean World Lines, Inc., together with interest and costs; and

(2) such other and further relief as this Court may deem just and proper.

Dated: New York, New York
November 19, 2007

Yours, etc.

KATTEN MUCHIN ROSENMAN LLP

By: 

Philip A. Nemecek (PN-3319)

Attorneys for Plaintiffs

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